MULTIMEDIA UNIVERSITY

STUDENT ID NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 2, 2019 / 2020

DBL5014 – BUSINESS LAW

(For Diploma Students Only)

7 MARCH 2020
2.30 p.m. – 4.30 p.m.
(2 Hours)

INSTRUCTIONS TO STUDENT

1. This question paper consists of **2** pages with 4 questions.
2. Answer all questions.
3. You are required to cite relevant provisions and case laws.
4. Write all your answers in the Answer Booklet provided.

QUESTION 1

a) An offer can be revoked by a few ways. State **FOUR (4)** ways how an offer can be revoked according to Section 6 Contracts Act 1950. (4 marks)

b) Zizi, Nadia and Yaya are best friends. One day, Nadia made a promise to pay Yaya RM 1000.00 if Zizi repairs her house. Zizi repairs Nadia's house. Unfortunately, Nadia fails to pay Yaya RM 1000.00.

Discuss whether Yaya can sue Nadia for the amount RM 1000.00? (10 marks)

c) List down the followings:

(i) **THREE (3)** exceptions for a minor to enter into a contract. (3 marks)

(ii) Any **FOUR (4)** types of invitation to treat. (4 marks)

d) A void contract has no legal effect where no rights or obligations are created at all. State any **TWO (2)** examples of void contracts as provided in the Contracts Act 1950. (4 marks)

[Total : 25 Marks]

QUESTION 2

a) Federal Constitution is the Supreme Law of Malaysia as provided in Article 4 of Federal Constitution. State any **THREE (3)** basic rights available under Federal Constitution. (6 marks)

b) Explain the civil jurisdiction of Session Court in Malaysia. (6 marks)

c) Discuss on how doctrine of stare decisis operates. (13 marks)

[Total : 25 Marks]

Continued ...

QUESTION 3

a) With a view to avoid situation where a director may have a conflict of interest, Section 218 of Companies Act 2016 will be applicable. List down **FIVE (5)** statutory duties of a director based on Section 218 of Companies Act 2016. (6 marks)

b) Mr. Dong Chan has set up a new company, Ohana Sdn. Bhd. The company supply various types of textiles in Malaysia. He is the only shareholder and director of the company. Mi Ran is his lovely daughter. Mi Ran successfully got 9A's in her Trial SPM examination and has passion towards business management. Mr. Dong Chan wants to appoint his daughter as a second director of the company. During the appointment, Mi Ran is only 17 years old.

Discuss whether the appointment of Mi Ran as a director for Ohana Sdn Bhd is valid or not? (10 marks)

c) Briefly define the followings:

(i) Executive Director (3 marks)

(ii) Non -Executive Director (4 marks)

(iii) Alternate Director (2 marks)

[Total : 25 Marks]

QUESTION 4

a) Section 4C(1)(a) of Hire Purchase Act 1967 provides the contents of Hire Purchase Agreement. State **SIX (6)** contents of hire purchase agreement. (6 marks)

b) In a formation of a hire purchase agreement, there are two requirements to be complied with. One of the requirements in hire purchase agreement is that the agreement need to be signed.

Explain on the above mentioned requirement with reference to Hire Purchase Act 1967. (10 marks)

c) The guarantor is liable to the owner in the event the hirer defaults in his payment of instalments. State the rights of guarantor against owner by referring to Hire Purchase Act 1967. (5 marks)

d) Define the following:

(i) Owner (2 marks)

(ii) Dealer (2 marks)

[Total : 25 Marks]

End of Paper